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10 PROGRESSIVE CASUALTY INSURANCE COMPANY

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 AUSTIN MICHAEL CORDELL,

14 **CASE NO.: 2:25-cv-00388 DSF (PDx)**

15 Plaintiff,

16 vs.
JOINT STIPULATED PROTECTIVE
ORDER

17 PROGRESSIVE CASUALTY
18 INSURANCE COMPANY; and DOES 1
through 100,

19 Complaint Filed: November 19, 2024

20 Defendants.

21
22 1. A. **PURPOSES AND LIMITATIONS**

23 Discovery in this action is likely to involve production of confidential, proprietary,
24 or private information for which special protection from public disclosure and from use
25 for any purpose other than prosecuting this litigation may be warranted. Accordingly,
26 the parties hereby stipulate to and petition the Court to enter the following Stipulated
27 Protective Order. The parties acknowledge that this Order does not confer blanket
28 protections on all disclosures or responses to discovery and that the protection it affords

1 from public disclosure and use extends only to the limited information or items that are
2 entitled to confidential treatment under the applicable legal principles. The parties further
3 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
4 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
5 sets forth the procedures that must be followed and the standards that will be applied when
6 a party seeks permission from the court to file material under seal.

7 B. GOOD CAUSE STATEMENT

8 This action is likely to involve trade secrets, customer and pricing lists and other
9 valuable research, employee personal information, development, commercial, financial,
10 technical and/or proprietary information for which special protection from public
11 disclosure and from use for any purpose other than prosecution of this action is warranted.
12 Such confidential and proprietary materials and information consist of, among other things,
13 confidential business or financial information, information regarding confidential business
14 practices, or other confidential research, development, or commercial information
15 (including information implicating privacy rights of third parties), information otherwise
16 generally unavailable to the public, or which may be privileged or otherwise protected from
17 disclosure under state or federal statutes, court rules, case decisions, or common law.
18 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
19 disputes over confidentiality of discovery materials, to adequately protect information the
20 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable
21 necessary uses of such material in preparation for and in the conduct of trial, to address
22 their handling at the end of the litigation, and serve the ends of justice, a protective order
23 for such information is justified in this matter. It is the intent of the parties that information
24 will not be designated as confidential for tactical reasons and that nothing be so designated
25 without a good faith belief that it has been maintained in a confidential, non-public manner,
26 and there is good cause why it should not be part of the public record of this case.

27 2. DEFINITIONS

28 2.1 Action: This pending federal lawsuit, *Austin Michael Cordell v. Progressive*

1 *Casualty Insurance Company*, United States District Court, Central District of California,
2 Case No. 2:25-cv-00388 DSF (PDx).

3 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
6 is generated, stored or maintained) or tangible things that qualify for protection under
7 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
9 support staff).

10 2.5 Designating Party: a Party or Non-Party that designates information or items
11 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless of the
13 medium or manner in which it is generated, stored, or maintained (including, among other
14 things, testimony, transcripts, and tangible things), that are produced or generated in
15 disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
18 expert witness or as a consultant in this Action.

19 2.8 House Counsel: attorneys who are employees of a party to this Action. House
20 Counsel does not include Outside Counsel of Record or any other outside counsel.

21 2.9 Non-Party: any natural person, partnership, corporation, association, or other
22 legal entity not named as a Party to this action.

23 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
24 Action but are retained to represent or advise a party to this Action and have appeared in
25 this Action on behalf of that party or are affiliated with a law firm which has appeared on
26 behalf of that party, and includes support staff.

1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their support
3 staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
5 Material in this Action.

6 2.13 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
9 their employees and subcontractors.

10 2.14 Protected Material: any Disclosure or Discovery Material that is designated
11 as “CONFIDENTIAL.”

12 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
13 a Producing Party.

14 3. SCOPE

15 The protections conferred by this Stipulation and Order cover not only Protected
16 Material (as defined above), but also (1) any information copied or extracted from
17 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
18 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
19 that might reveal Protected Material.

20 Any use of Protected Material at trial shall be governed by the orders of the trial
21 judge. This Order does not govern the use of Protected Material at trial.

22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations imposed
24 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
25 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
26 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
27 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
28

1 trials, or reviews of this Action, including the time limits for filing any motions or
2 applications for extension of time pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
5 Party or Non-Party that designates information or items for protection under this Order
6 must take care to limit any such designation to specific material that qualifies under the
7 appropriate standards. The Designating Party must designate for protection only those parts
8 of material, documents, items, or oral or written communications that qualify so that other
9 portions of the material, documents, items, or communications for which protection is not
10 warranted are not swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations that
12 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
13 to unnecessarily encumber the case development process or to impose unnecessary
14 expenses and burdens on other parties) may expose the Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
19 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
20 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
21 must be clearly so designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic documents, but
24 excluding transcripts of depositions or other pretrial or trial proceedings), that the
25 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
26 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
27 portion or portions of the material on a page qualifies for protection, the Producing Party
28

1 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in
2 the margins).

3 A Party or Non-Party that makes original documents available for inspection need
4 not designate them for protection until after the inspecting Party has indicated which
5 documents it would like copied and produced. During the inspection and before the
6 designation, all of the material made available for inspection shall be deemed
7 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
8 copied and produced, the Producing Party must determine which documents, or portions
9 thereof, qualify for protection under this Order. Then, before producing the specified
10 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
11 that contains Protected Material. If only a portion or portions of the material on a page
12 qualifies for protection, the Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify the
15 Disclosure or Discovery Material on the record, before the close of the deposition all
16 protected testimony.

17 (c) for information produced in some form other than documentary and for any
18 other tangible items, that the Producing Party affix in a prominent place on the exterior of
19 the container or containers in which the information is stored the legend
20 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
21 the Producing Party, to the extent practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
23 to designate qualified information or items does not, standing alone, waive the Designating
24 Party’s right to secure protection under this Order for such material. Upon timely correction
25 of a designation, the Receiving Party must make reasonable efforts to assure that the
26 material is treated in accordance with the provisions of this Order.

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS
28

1 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
2 of confidentiality at any time that is consistent with the Court's Scheduling Order.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
4 process under Local Rule 37.1 et seq.

5 6.3 The burden of persuasion in any such challenge proceeding shall be on the
6 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
7 harass or impose unnecessary expenses and burdens on other parties) may expose the
8 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
9 confidentiality designation, all parties shall continue to afford the material in question the
10 level of protection to which it is entitled under the Producing Party's designation until the
11 Court rules on the challenge.

12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Non-Party in connection with this Action
15 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material
16 may be disclosed only to the categories of persons and under the conditions described in
17 this Order. When the Action has been terminated, a Receiving Party must comply with the
18 provisions of section 13 below (FINAL DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a location
20 and in a secure manner that ensures that access is limited to the persons authorized under
21 this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
23 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
24 may disclose any information or item designated "CONFIDENTIAL" only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
26 employees of said Outside Counsel of Record to whom it is reasonably necessary to
27 disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses ,and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

1 When a Producing Party gives notice to Receiving Parties that certain inadvertently
2 produced material is subject to a claim of privilege or other protection, the obligations of
3 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
4 This provision is not intended to modify whatever procedure may be established in an e-
5 discovery order that provides for production without prior privilege review. Pursuant to
6 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
7 effect of disclosure of a communication or information covered by the attorney-client
8 privilege or work product protection, the parties may incorporate their agreement in the
9 stipulated protective order submitted to the court.

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
12 to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
14 Order no Party waives any right it otherwise would have to object to disclosing or
15 producing any information or item on any ground not addressed in this Stipulated
16 Protective Order. Similarly, no Party waives any right to object on any ground to use in
17 evidence of any of the material covered by this Protective Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
19 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
20 under seal pursuant to a court order authorizing the sealing of the specific Protected
21 Material at issue. If a Party's request to file Protected Material under seal is denied by the
22 court, then the Receiving Party may file the information in the public record unless
23 otherwise instructed by the court.

24 13. FINAL DISPOSITION

25 After the final disposition of this Action, as defined in paragraph 4, within 60 days
26 of a written request by the Designating Party, each Receiving Party must return all
27 Protected Material to the Producing Party or destroy such material. As used in this
28 subdivision, "all Protected Material" includes all copies, abstracts, compilations,

1 summaries, and any other format reproducing or capturing any of the Protected Material.
2 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
3 a written certification to the Producing Party (and, if not the same person or entity, to the
4 Designating Party) by the 60 day deadline that (1) identifies (by category, where
5 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
6 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any
7 other format reproducing or capturing any of the Protected Material. Notwithstanding this
8 provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers,
9 trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and
10 trial exhibits, expert reports, attorney work product, and consultant and expert work
11 product, even if such materials contain Protected Material. Any such archival copies that
12 contain or constitute Protected Material remain subject to this Protective Order as set forth
13 in Section 4 (DURATION).

14. **VIOLATION**

15 Any violation of this Order may be punished by any and all appropriate measures
16 including, without limitation, contempt proceedings and/or monetary sanctions.

17
18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19
20 Dated: 6/27/2025

FRONTIER LAW CENTER

21
22 By: /s/ Michael Rachmann
23 Mike Rachmann

24
25 Attorneys for Plaintiff
26 AUSTIN MICHAEL CORDELL

1 Dated: 6/27/2025

JACKSON LEWIS P.C.

2
3 By: erica khaine

4 Ellen E. Cohen
5 Erica Khaine

6 Attorneys for Defendant
7 PROGRESSIVE CASUALTY INSURANCE
8 COMPANY

9 **SIGNATURE CERTIFICATION**

10 Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative Policies and
11 Procedures Manual, I, Erica Khaine, hereby certify that the content of this document is
12 acceptable to Stacey Mouton, counsel for Plaintiff Austin Michael Cordell, and that I have
13 obtained Mr. Rachmann's authorization to affix his electronic signature to this document.

14
15 DATED: June 27, 2025

erica khaine
ERIC KHAIN

16
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18
19
20 DATED: July 01, 2025

Patricia Donahue
PATRICIA DONAHUE
United States Magistrate Judge